

Waiver of Liability and Hold Harmless Agreement Student-sponsored "Humans vs. Zombies" Game

1. In consideration for receiving permission from the Valparaiso University administration to participate in the student-sponsored Humans vs. Zombies game during the spring semester 2014, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Valparaiso University, the Board of Trustees of Valparaiso University, its officers, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that I may sustain, or to any property that I own, while participating in such activity, or while in, on or upon the premises of the College or while off the premises of Valparaiso University. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of RELEASEES to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct) and includes liability arising out of tort, contract, strict liability, or otherwise.
2. I am fully aware of the risks and hazards connected with the game of Humans vs. Zombies, which include the risk of injury and even death, and I hereby elect to voluntarily participate in the game, knowing that the activity may be hazardous to me and my property. I understand that Valparaiso does not require me to participate in this activity or sponsor the activity but is permitting this activity to occur on Valparaiso premises. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that I may sustain, or any loss or damage to property that I own, as a result of being engaged in such activity. It is impossible to know and list every risk associated with the game, but the risks I may encounter include, but are not limited to: slipping, falling, or tripping; improper or malfunctioning equipment, and physical contact with other participants who may participate with me.
3. I agree to abide by the "Responsibilities of Players of Humans vs. Zombies" (hereinafter referred to as "Responsibilities") and acknowledge that I am subject to Valparaiso University's Code of Conduct while participating in the game, either on or off-campus and that the College reserves the right to impose discipline and sanctions for any activities that occur during the course of the game that violate the Code of Conduct. I agree that I am also responsible for the activities of any guests that I invite to play the game who are not members of the Valparaiso student body and that the College may impose discipline and sanctions on me for the conduct of my guests, to the extent that their conduct violates the Code of Conduct or the "Responsibilities."
4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees, which they may incur due to my participation or the participation of one of my guests in the game. This includes loss, liability, damage or costs that occur to me, to other game participants or to third parties, including other Valparaiso community members or visitors to the campus. This agreement to indemnify includes loss, liability, damage or costs, including courts costs and attorneys' fees, caused in whole or in part by the negligence of RELEASEES, to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct of RELEASEES).
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Indiana and that any mediation, suit, or other proceeding regarding the activity of Humans vs. Zombies must be filed or entered into only in Indiana and the federal or state courts of Indiana. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In WITNESS WHEREOF, I have signed this Waiver and Agreement on this _____ day of _____, 2014.

Print name (Participant)

Print name (Witness)

Signature

Signature

**Responsibilities of Players of
Humans vs. Zombies Agreement**

1. By signing up for the Humans vs. Zombies game, I agree to act in accordance with all laws (local, state and federal), and to act within the Valparaiso University Code of Conduct.
2. By signing up for the Humans vs. Zombies game, I agree to take no action which would cause myself or others bodily harm, or result in the loss, damage, or destruction of property.
3. By signing up for the Humans vs. Zombies game, I acknowledge that ignorance of these policies is not an excuse for noncompliance, and take responsibility for knowing the Valparaiso University Code of Conduct and the additional responsibilities enumerated in this document.
4. By signing up for the Humans vs. Zombies game, I understand that if I violate any laws (local, state or federal) or the Valparaiso University Code of Conduct as part of my participation in the Humans vs. Zombies game, I will be removed from the game and may be reported to Public Safety.
5. By signing up for the Humans vs. Zombies game, I agree to forgo the use of an automobile for purposes related to Humans vs. Zombies game. I understand that interpretation of this rule is left to the discretion of the moderators of Humans vs. Zombies who may exercise broad latitude in defining "use of an automobile for purposes related to the Humans vs. Zombies game." Use of a car will result in removal from the game, should it be in violation of this rule.
6. By signing up for the Humans vs. Zombies game, I agree to demonstrate respect for all players and non-players alike. I understand that discharging a Nerf-style toy at a non-player is grounds for removal from the game.
7. By signing up for the Humans vs. Zombies game, I agree not to display Nerf-style toys in academic buildings or use Nerf-style toys which resemble real weapons. I understand that displaying a Nerf-style toy in an academic building, or using a Nerf-style toy which resembles a real weapon, is grounds for removal from the game. Interpretation of "resembling real weapons" is left to the discretion of the moderators. Complaints about a realistic-looking Nerf-style toys made by a non-player are possible grounds for the toy in question to be banned. Nerf-style toys must have a visible blaze-orange tip.
8. By signing up for the Humans vs. Zombies game, I agree to leave my building in an evacuation situation such as a fire alarm. I understand that the area I evacuate to is temporarily a safe zone for the duration of the evacuation, and that I cannot be tagged (or tag another player) while going to or returning from the evacuation area.
9. By signing up for the Humans vs. Zombies game, I take responsibility for any non-students who I bring onto campus to play, and understand that I am responsible for their conduct and liable for any rules which they violate. Any guests I bring onto campus to play must also agree to abide by this agreement, before they are eligible to play.

In WITNESS WHEREOF, I have signed this Agreement on this _____ day of _____, 2014.

Print name (Participant)

Print name (Witness)

Signature

Signature

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

Humans vs Zombies is an alternate-reality game experience, and as such is played in real life. The game is based in the children's game of tag, and therefore players can expect to run, hide, and be tagged by other students. The game also involves foam dart blasters. There is a risk of injury from being hit by these foam darts. The game rules minimize the risk of injury from these activities, and should be followed at all times. The game has some risks, but these risks are minimal. I, (please print first name, middle name, & last name) _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Humans vs Zombies, including the rental equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or manmade, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
5. Attack by/or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in the activity (ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as the releasees.

The Lutheran University Association Inc., d/b/a Valparaiso University

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this agreement, I am not relying on any oral or written representation or statements made by these releasees other than what is set forth in this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____
Signature of Adult Participant Name of Adult Participant (Please Print) Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as parent, guardian, temporary guardian with legal responsibility for this participant do consent and agree not only to his/her release of all releasees, but also to release and indemnify the releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or Adult Legal Guardian Name of Parent or Adult Legal Guardian (Please Print) Date

if participant is a minor, and by their signature,
they on my behalf release all claims that both
they and I have. _____
Name of Minor (Please Print) Date